

**JOINT POWERS AGREEMENT  
BETWEEN  
THE JICARILLA APACHE NATION  
AND  
THE NEW MEXICO TAXATION AND REVENUE DEPARTMENT**

This Agreement is entered into by and between the Jicarilla Apache Nation, a federally-recognized Indian tribe and the New Mexico Taxation and Revenue Department ("Department"), pursuant to the laws of the Jicarilla Apache Nation and the New Mexico Joint Powers Agreements Act, NMSA 1978 §§ 11-1-1 thru 11-1-7 and the Tax Administration Act, NMSA 1978, § 7-1-8.

WHEREAS, the Jicarilla Apache Nation and the State of New Mexico are sovereign governments within the United States, and each exercises inherent and independent authority as a sovereign, including the authority to impose taxes within its territory; and

WHEREAS, the Jicarilla Apache Nation and the Department voluntarily enter into this Agreement in order to show respect for, to enhance, and to defend the legitimate sovereign authority of the Jicarilla Apache Nation and of the State of New Mexico relating to taxation of gasoline; and

WHEREAS, the Jicarilla Apache Nation has imposed a tax on gasoline sold within Jicarilla Apache Nation boundaries, subject to certain deductions created by Jicarilla Apache law; and

WHEREAS, in accordance with the laws of the State of New Mexico, gasoline sold within Jicarilla Apache Nation boundaries is, under certain circumstances, not subject to the State gasoline tax; and

WHEREAS, both the Jicarilla Apache Nation and the State have a strong interest in preventing any person or business from unlawfully evading the tax laws of the Jicarilla Apache Nation and/or the State; and

WHEREAS, the Jicarilla Apache Nation lacks jurisdiction over certain persons located outside its territory and the State lacks jurisdiction over certain persons located within the Jicarilla Apache Nation's territory, and these limitations on jurisdiction could be exploited by third parties to unlawfully evade the collection of applicable Jicarilla Apache Nation or State taxes; and

WHEREAS, the Jicarilla Apache Nation and the State both have laws in place protecting the confidentiality of information contained in tax returns or otherwise provided by taxpayers, that precludes the disclosure of such information except for purposes related to the administration of the tax laws of each entity; and

WHEREAS, the parties recognize that the confidential sharing of information between them, strictly for purposes related to the administration of their respective tax laws, is a proper use of such information, and will result in the mutual benefit of the parties by helping to insure the proper enforcement of the tax laws of each government and the proper accounting for gasoline that is sold within Jicarilla Apache Nation territory or State territory.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Upon written request by an authorized representative of either party, the other party will disclose information in its possession or under its control pertaining to the tax liability of any specific taxpayer, including copies of tax returns, return histories and any other documents received from the taxpayer or generated by the party's tax administration agency in the course of activity related to that taxpayer; provided, however, that legal memoranda or opinions concerning the taxpayer and that are intended for the internal use of the party's Tax Administration Office need not be disclosed under this Agreement unless any such document has become a public record or unless such disclosure is authorized by the President of the Jicarilla Apache Nation or the Secretary of the Department, and in any event, any such disclosure of such legal memoranda or opinion pursuant to this Agreement is not intended to constitute a waiver of any attorney/client privilege or otherwise attached to such document.

2. On written request by an authorized representative of either party, the other party will disclose audit reports and audit work papers relative to taxes owed by a taxpayer. The parties agree that upon request of either party, employees of the Tax Administration agencies of each party may work together in joint audits with respect to any taxpayer, provided that each party shall bear the cost of its own employee's participation in such joint audits, and each party agrees to comply with the confidentiality laws of the other with respect to such joint audits.

3. The disclosure by one party to the other of documents or other information under the terms of this Agreement shall not constitute a waiver of the confidentiality of such documents, and each party agrees to maintain such confidentiality and not to disclose any such documents or information outside of the Tax Administration Office of

that party, without the express written consent of the other party. The provisions of this paragraph shall survive termination of this Agreement.

4. The parties agree that in any legal proceeding involving a challenge to a tax assessment or other matter arising out of the application of the gross receipts or gasoline tax laws of a party to the sale of gasoline, the other party will permit its employees having personal knowledge of or expertise in the matters at issue in such proceeding to testify on behalf of the other party.

5. This Agreement shall be effective as of the date of signature by the last party if signature is required, and shall remain in force until either party gives notice that it intends to terminate the Agreement, provided however that such termination shall be given no less than 30 days prior to the effective date of termination. Upon notice of termination being given by either party, the parties shall work cooperatively to return documents and property belonging to the other party.

6. Any written notices to be given pursuant to terms of this Agreement shall be delivered as follows:

If to the Jicarilla  
Apache Nation:

Revenue & Taxation Department  
Jicarilla Apache Nation  
P.O. Box 507  
Dulce, NM 87528

Attention:

David Wong, Director

If to the Department:

Secretary of Taxation and Revenue  
New Mexico Taxation and Revenue Department  
P.O. Box 630  
Santa Fe, NM 87504-0630

7. This Agreement constitutes the entirety of the agreement between the parties, and shall not be changed except by a writing executed by the parties and approved as required by applicable law.

**JICARILLA APACHE NATION**

By: \_\_\_\_\_  
President  
Authorized by Legislative Council  
Resolution No. 2003-R-\_\_\_\_\_-\_\_\_\_

**NEW MEXICO TAXATION AND REVENUE  
DEPARTMENT**

By: \_\_\_\_\_  
Secretary